SHIMOGA DIVISION.

SALE OF BAMBOOS.

Notification dated 24th November 1928.

It is hereby notified for general information that the right of collection and removal of bamboos in the undermentioned forests of the Shimoga Division for the year 1928-29, will be sold by public auction by the District Forest Officer or any other officer deputed by him on the dates and places and subject to the conditions mentioned below :—

Name of range	Name of forest	Description of block	Minimum quantity to be purchased		Place of sale	Date of sale	Remarks
			Big bamboos	Small bamboos			
Sacrebyle ..	Sacrebyle ..	Coupe I compartment 1 to 7 whole Forest	25,000	50,000	District Forest Office, Shimoga	22nd December 1928	The boundaries of working circles will be made known at the time of sale.
Shankar ..	Shankar ..	Coupe III 20, 23 & 6	....	75,000			
		Settihalli F. S.	5,000	....			
		Maleshankar	5,000	..			
	Purdhal ..	Coupe III Purdhal F. S.	....	50,000			
Ayanur ..	Kumsi ..	Tiruganamadu F. S.	....	5,000			
		Doddi Felling Series	....	5,000			
Hanagere ..	Hanagere ..	Hanagere Eastern F. S.	10,000	....			
	Kudi ..	Whole forest ..	....	10,000			

The sale will commence at 2 P.M. precisely, on each day if it is not concluded on the same day and will be subject to the confirmation of the District Forest Officer in case of bids of Rs 500 and below and of the Conservator of Forests in other cases.

N.B.—It should be clearly understood that the contractor shall make his own arrangements for the removal of bamboos, etc.

2. Each bidder shall, before he is permitted to bid, be required to furnish a solvency certificate under the Tangadi Sale Rules and deposit a sum of Rs. 50 (fifty) as earnest money with the officer conducting the sale. The deposit will be returnable to him at the close of the sale if his bid is not accepted. The person whose bid is accepted shall immediately after the close of the sale pay 25 per cent of the bid amount less the deposit already paid together with the local cess at one anna (per rupee), railway cess at 3 pies (per rupee) and education cess at six pies (per rupee) on the full sale amount, failing which, the right will be resold or worked by the department at the risk of the defaulting bidder. He will be liable for the loss, if any, that may result by such resale or departmental working, which will be recoverable from him as arrears of land revenue, but he shall not participate in any gain.

3. Defaulters to the department will not be allowed to bid at the sale.

4. The bamboos will be sold by number (*i.e.*, the bidders will have to bid at so much per 1,000 bamboos).

5. Power is reserved to the District Forest Officer or such other officer conducting the sale, as may be deputed by the District Forest Officer to accept or reject any bid without assigning any reason therefor.

6. Within a week from the date of intimation regarding the confirmation of the sale the person whose bid is accepted shall deposit as security a sum of Rs. 50 (fifty) or 25 per cent of the sale amount whichever is less for each block as security towards the due fulfilment of the contract. He shall also pay within that period the remaining 75 per cent of the contract amount due by him and shall execute an agreement on a stamped paper of proper value accepting the above terms specified below, failing which, the amount already paid will be forfeited to Government and the produce resold or worked by the department at his risk as noted in clause (2) *supra*. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract.

The following are the further conditions to which the contractor should bind himself:—

(*a*) That the bamboos shall be collected or stored outside the block at such place or places as may be fixed by the Range Officer concerned and allowed to be removed on check by him and after a permit to remove is issued. Removal without such permit will be an offence to be dealt with according to law.

(*b*) That the purchaser shall not cut bamboos outside the limits of the block to which the lease refers and not exploit immature clumps less than three years old.

(*c*) That the lessee will be personally responsible for the acts of his agents, servants, or coolies employed in the cutting, collection and removal of bamboos and for preventing the cutting of clumps under two years by himself, his agents, servants or coolies.

(*d*) That he shall not sublet the contract to anybody or appoint any agent to work for him except with the written sanction of the District Forest Officer.

(*e*) That he shall have no right whatsoever over the block and over the bamboos paid for but left unremoved in any of the blocks after the 30th June 1929.

(*f*) That he shall accept the minimum quantity fixed in the notification as available in the block concerned and shall have no claim on the department for any deficit that may be found. If he removes any quantity above the minimum fixed within the lease period he shall pay for the excess quantity at auction sale rates.

(*g*) That he shall abide by such orders as the District Forest Officer may issue regulating the transport of bamboos to and collection at their rafting station.

(*h*) That he shall abide by the rules of the department as regards the kindling of fires and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.

(*i*) That he or his men shall not enter the forest after sunset and before sunrise.

(*j*) That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of bamboos removed and shall keep it open for the examination of Forest Officers above the grade of guards.

(*k*) That he understands that the sale does not prohibit the issue of retail licenses at seigniorage rates or the exercise by the villagers of their rights in the Forests.

(*l*) That for any breach of any of the conditions of the contract by the contractor or his agents, the contract shall be void at the option of the District forest Officer, and that the latter may after issuing to the contractor a notice of cancellation of contract enforce forfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractor as in clause (2) *supra*. If the deposit or part thereof is so forfeited it shall be immediately made good by the contractor.

H. V. RANGASWAMIENGAR,
District Forest Officer.

BHADRAVATI DIVISION.

SALE OF TIMBER.

Notification dated 22nd November 1928.

The undermentioned quantities of timber will be sold by public auction under the following conditions at the following depot by the District Forest Officer, Bhadravati Division, or any other Gazetted Officer deputed by him for the purpose (from 8-30 A.M. to 11 A.M., and 2 to 5 P.M.), on the date noted against it :—

Serial No.	Name of depot	Description of timber						Date of sale		Remarks
		Teak	Honne	Matti	Beete	Other kinds	Total			
		Cft.	Cft.	Cft.	Cft.	C.ft.	C.ft		More or less	
1	Tarikere ..	8,000	5,000	5,000	1,000	15,000	34,000	19th Dec. 1928		8 A.M. to 11 A.M. and 2 to 5 P.M.

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale. But defaulters to the department will not be allowed to bid at the sales.

In the case of purchasers of timber in small quantities, full value thereof will be accepted, if tendered on the spot, and the payment of deposit in such cases will not be insisted.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.